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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

2

MPORTANT: Mark all packages and papers with contract and/or order numbers.									
DATE OF ORDER	CONTRACT NO.	ORDE	ORDER NO.						
05/18/2021	68HERC20D0016	68HE	RC21F0232						

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED		UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Admin Office:					
	CAD					
	US Environmental Protection Agency					
	26 West Martin Luther King Drive					
	Mail Code: W136					
	Cincinnati OH 45268-0001					
	Period of Performance: 05/18/2021 to					
	05/17/2022					
001	Support for Global Methane Emission					
001	Reductions Initiatives in accordance with					
	Attachment 1 PWS.					
	Accounting Info:					
	21-22-B-58F4-000A46XP4-2505-2158FC0045					
	-001 BFY: 21 EFY: 22 Fund: B Budget					
	Org: 58F4 Program (PRC): 000A46XP4					
	Budget (BOC): 2505 DCN - Line ID:					
	2158FC0045-001					
	Funding Flag: Complete					
	Funded: \$100,000.00					
	Accounting Info:					
	20-21-B-58F4-000A46XP4-2505-2158FC0045					
	-002 BFY: 20 EFY: 21 Fund: B Budget					
	Org: 58F4 Program (PRC): 000A46XP4					
	Budget (BOC): 2505 DCN - Line ID:					
	2158FC0045-002					
	Funding Flag: Complete					
	Funded: \$13,050.00					

#### **SECTION B - Supplies or Services/Prices**

#### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 1001 is severable and may be incrementally funded. For this item, the sum of \$113,050.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

# RECAPITULATION:

RECAPITULATION OF FUNDING TO DATE BY TASK ORDER PERIOD						
CONTRACT NO. 68HERC20D0016						
TASK ORDER NO. 68HERC21F0232						
Period of Performance - FROM 5/18/2021 through 5/17/2022						
FUNDING ACTION	FUN	DING				
Total Task Order Amount:	\$	299,900.30				
Total Task Order Incremental Funding	\$	113,050.00				
Total Task Order Unfunded Amount	\$	186,850.30				

#### **SECTION F - Deliveries or Performance**

# F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this Task Order shall be from 5/18/2021 through 5/17/2022 inclusive of all required reports.

#### **SECTION G - Contract Administration Data**

#### G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Task Order-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Monica Shimamura, 202-343-9337, Shimamura.Monica@epa.gov (TOCOR)

Denise Mulholland, 202-343-9274, Mulholland.Denise@cpa.gov (Alternate TOCOR)

Contracting Officials responsible for administering this contract are as follows:

Kimberly Loesch, 513-487-2058 Loesch.Kimberly@cpa.gov (Contracting Officer/Contract Specialist)

Delivery-Invoice Payment Schedule shall not exceed a frequency greater than once a month and 90% of the task order price. Acceptance for invoicing is based on deliverable approval by the TOCOR. For efficient processing IAW FAR clause 52.232-32, performance based payment invoicing amounts will not be submitted until the TOCOR provides deliverable approval. The TOCOR will notify Tetra Tech within 14 days of submission of a deliverable of EPAs intention to approve or disapprove.

#### **SECTION I-Contract Clauses**

# I-52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)

(a) Definitions. As used in this clause-

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
  - (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- (c) Exceptions. This clause does not prohibit contractors from providing-
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### PERFORMANCE WORK STATEMENT

Tetra Tech, Inc.

#### Contract # 68HERC20D0016

PR-OAR-21-00656

TO #68HERC21F0232

# I. TITLE: Support for Global Methane Emission Reductions Initiatives

# II. TASK ORDER CONTRACTING OFFICER REPRESENTATIVE (TOCOR):

Task Order COR (TOCOR)

Name: Monica Shimamura

Office: U.S. Environmental Protection Agency

Office of Air and Radiation,
Office of Atmospheric Programs
Non-CO<sub>2</sub> Programs Branch,
Climate Change Division
1200 Pennsylvania Avenue

Mail Code: 6207A Washington, DC 20460

Cell Phone: (202) 641-0589

E-mail: shimamura.monica@epa.gov

Alternate Task Order COR (ALTOCOR)

Name: Denise Mulholland

Office: U.S. Environmental Protection Agency

Office of Air and Radiation,
Office of Atmospheric Programs
Non-CO<sub>2</sub> Programs Branch,
Climate Change Division

1200 Pennsylvania Avenue, NW

Mail Code: 6207A Washington, DC 20460

Cell Phone: (202) 297-0624

E-mail: mulholland.denise@epa.gov

III. PERIOD OF PERFORMANCE: Date of award through 12 months following Task Order award.

#### IV. BACKGROUND INFORMATION:

EPA's Non-CO2 Programs Branch (NCPB) in the Office of Air and Radiation supports activities, initiatives, and programs to foster reductions of methane emissions internationally, predominantly through the Global Methane Initiative (GMI). The GMI is an international public-private partnership, hosted by EPA via NCPB, whose mission is to reduce barriers to the recovery and use of methane as a clean energy source. The GMI is a collaborative effort among 45 partner countries, including developed countries, developing countries, and countries with economies in transition. Together these countries work with strong participation from the private sector through an international network of partner governments, private sector members, development banks, universities and non-governmental organizations to build capacity, develop strategies and markets, and remove barriers to project development for methane reductions in Partner Countries. By building international relationships, the GMI promotes opportunities to mitigate methane emissions and bring otherwise-wasted methane gas for use commercially or locally. GMI currently supports emission reductions across multiple sectors, including the Biogas (Wastewater, Municipal Solid Waste, Agriculture), Coal Mining and Oil & Gas sectors. GMI achieves its mission by providing technical support to deploy methane-to-energy projects around the world; serving as an information resource for Partner Countries, Project Network members, and other stakeholders; and

collaborating with other international organizations focused on methane recovery and use. GMI's actions have multiple benefits: reducing greenhouse gas emissions, improving the environment, enhancing economic growth, and promoting energy security. Detailed information on the GMI can be found at <a href="https://www.globalmethane.org/">https://www.globalmethane.org/</a> and <a href="https://www.globalmethane.org/">www.epa.gov/gmi</a>.

#### V. OBJECTIVES

The purpose of this task order (TO) is to provide technical, outreach and technology transfer, and logistical support to the EPA to promote and foster the promotion and replication of successful practices in methane abatement and mitigation, enhance the reach and impact of GMI to its target audience globally, and optimize engagement and peer exchange under the Global Methane Initiative (GMI).

Most activities will require written Technical Direction (TD) from the EPA COR. The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the tasks for which they choose to respond to the RFP.

Contractor personnel shall not represent the views of the U.S. Government, EPA, or its employees. In addition, the Contractor shall not engage in inherently governmental activities, including but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead.

The period of performance for this task order is for twelve (12) months following the date of award.

#### VI. SCOPE OF WORK

Work to be performed under this Task Order aligns with the following task areas of the contract Performance Work Statement (PWS):

- 3.3 Technical Guidance, Report Development, and General Program Analysis
- 3.9 Workshops, Conferences, Training, and Logistical Support
- 3.11 Public Outreach and Technology Transfer

#### **Task 1:** Project Management

The Contractor shall provide program management under this Task. During the Period of Performance (POP), the Contractor shall immediately inform the COR and CO by telephone and/or email of any issue(s) that may impede performance along with any corrective actions needed by the EPA or the Contractor to address the issue(s).

The Contractor shall attend a general Task Order kick-off meeting, via conference call, to discuss the goals, strategy, and schedule for completing the deliverables. During the overall Task Order kick-off call, the Contractor shall discuss the format of the Monthly Progress Report which will include a spreadsheet with the budget (tracked by Task) that details what has been spent under each Task and what is remaining. The Contractor shall propose a progress report template to the TOCOR for approval. The Contractor shall submit a Monthly Progress Report to EPA's Contracting Officer Representative (COR) and Contracting Officer (CO) using the approved template and to be discussed at the next bi-weekly call.

The Contractor shall schedule a recurring bi-weekly check-in conference call with to TOCOR to discuss the week's priorities as well as any outstanding issues. Two days prior to the check in call, the Contractor shall provide a list of outstanding issues/deliverables each week.

The Contractor may subcontract or hire consultants if the Contractor does not have staff with the necessary skills or specialized experience is necessary to complete the project/deliverable. The Contractor will follow all EPA contracting rules and regulations when hiring subcontractors and consultants.

The Contractor shall also attend a one-two hour wrap-up call prior to the expiration of the task order.

Task 1 Deliverables	Schedule
Kick-off call	Scheduled within 7 days of receiving the Task Order award
Progress report template	Within 7 days of kick-off call
Progress report	Monthly
Check-in Calls	Recurring, Bi-weekly, one hour long
List of outstanding issues/deliverables	Recurring, two days before check-in calls
Wrap-up meeting	Per TOCOR collaboration

#### Task 2: Technical Reports and General Program Analysis

EPA, under the auspices of GMI, develops technical analyses, tools, resources and other information to support methane abatement and mitigation actions across the coal mine, oil & gas, and biogas – including municipal solid waste, agriculture and municipal wastewater sectors by its Partners and Project Network Members around the world. Contractor assistance is required to develop technical reports and conduct general program analysis to address GMI audience needs and barriers.

#### Subtask 2.1—Literature Review

Under this task, the Contractor shall conduct a literature review related to global methane emissions and mitigation opportunities by sector to identify gaps and opportunities and to inform future technical investments related to methane quantification and mitigation by GMI. The literature review shall include an assessment and documentation of the following elements: current and projected sources and levels of methane emissions through 2050 across the sectors GMI addresses; countries or regions and sectors facing the greatest likelihood of growth in methane emissions; current or planned methane mitigation policies by country in the GMI sectors; and identification of the most promising technical or policy opportunities to increase methane mitigation. The TOCOR will recommend sources of information that the Contractor shall use for the literature review. The literature review shall be no longer than 20 pages long.

The Contractor shall schedule a task kick-off call with the TOCOR to discuss the approach, sources, specific elements and timeline for the literature review. The Contractor shall send a summary of the decisions during the call and submit a draft outline for TOCOR approval.

Upon approval from the TOCOR and according to the schedule agreed upon during the task kick-off call, the Contractor shall develop, submit and present via a video call a draft literature review to the TOCOR. The Contractor shall incorporate feedback from EPA and resubmit a final product.

Task 2 Deliverable	Schedule
2.1 Kick-off call to discuss approach, desired content, and timeline for literature review	Within seven days of overall Task Order kick-off call in Task 1
2.1 Summary of kick-off call and agreed upon timeline and approach for EPA confirmation	Within 3 days of Task 2 kick off call
2.1 Draft outline of the Literature Review	Within 2 weeks of TOCOR approval of timeline and approach
2.1 Final outline of the Literature Review	Within 2 weeks of EPA TOCOR confirmation of draft outline
2.1 Draft Literature Review	Per agreed-upon schedule
2.1 Revised Final Literature Review reflecting EPA feedback	Within 1 week of EPA TOCOR comments

#### Task 3: Workshops, Conferences, Training and Logistical Support

The Contractor shall provide comprehensive logistical support to NCPB to conduct, manage and summarize webinars, meetings, workshops, trainings, and conferences held in support of its international methane mitigation work. Specifically, the Contractor shall support webinars related to, but not limited to, GMI resources, the extension of GMI, and GMI collaboration with the United Nations Economic Commission for Europe (UNECE), the Climate and Clean Air Coalition (CCAC), the International Energy Agency (IEA), and others on methane mitigation activities.

The Contractor shall provide support for technical meetings and webinars, including but not limited to the following activities: work with EPA staff to identify meeting speakers and participants and develop the agenda; identify appropriate and productive meeting space as needed for in-person meetings; assist with the development and distribution of presentation materials; set up a web service for audio and visual aspects of webinars as needed; manage registration; provide meeting facilitation; assist with coordination with host and co-organizers as appropriate; develop basic outreach materials; develop basic information for GMI website events page, including designing the branding for the event; post key documents and presentations from each event on the GMI website as Section 508 compliant products; support EPA workshop reporting requirements; and prepare summaries of meetings. The Contractor shall adhere to the EPA procedures for conducting meetings, workshops, and conferences.

The Contractor shall also create a specific "activity record" for EPA to submit into the GMI CRM data system. This record will include a full description of the event, with a summary of outcomes and deliverables, attendees and any documents referenced or used in the event.

For each meeting, webinar and/or workshop, the Contractor shall participate in an event kick-off call to discuss the objectives, strategy, and timeline. After the kick-off call for each event, the Contractor shall submit for EPA TOCOR approval a detailed outline of activities, products and milestones with timelines agreed upon during the kick-off call. Deliverables associated with each event shall be submitted according to the agreed upon schedule.

# Subtask 3.1 - GMI webinars

NCPB anticipates hosting up to six (6) webinars related, but not limited, to GMI rechartering and GMI collaboration on the United Nations Year or Decade of Methane Management during the period of performance.

# Subtask 3.2 - Methane Mitigation Training

The Contractor will provide support for the development of technical training to cover principles of methane emissions reduction strategies and techniques to reduce risks to human health and the environment. The training will feature case studies, best practices, and other interactive engagements to improve understanding of assessment strategies and methods to identify and mitigate risks. Trainings will provide instructional content related to specific learning objectives and include a method for assessing student retention (e.g., knowledge checks).

The Contractor will also provide logistical support for delivering the training through webinars, webcasts, or other virtual platforms, including the development of agendas, background information, presentations, and meeting proceedings.

Task 3 Deliverables	Schedule
3.1 Event kick-off call to discuss objectives, strategy and timeline for deliverables for each event	Within 7 days of TOCOR request
3.1 Draft detailed outline of activities, products and milestones with timelines for EPA TOCOR approval	Within 10 days of kick-off call
3.1 Draft deliverables of event-related products for each event	Based on EPA TOCOR approval
3.1 Revised deliverables for each event	Within 7 days of receiving EPA TOCOR feedback
3.1 Final deliverables for each event	Within 3 days of receiving EPA TOCOR feedback
3.2 Develop and deliver technical training	Per direction from the EPA TOCOR
All activities and relevant information for each event to EPA for CRM entry	For every activity/deliverable

Task 4: Public Outreach and Technology Transfer

Under the auspices of GMI, EPA uses websites, listservs, social media, webinars, and other outreach tools to disseminate products and information that promote the mitigation of methane emissions on a global scale. Communication efforts are focused on stakeholders representing the coal mine, oil & gas, and biogas sectors – including municipal solid waste, agriculture and municipal wastewater. Activities under this task are intended to address communication requirements, identify stakeholder gaps, and the development of a plan for improving GMI's outreach and technical transfer activities.

# Subtask 4.1 - Communications Strategy for GMI

Under this subtask, the Contractor shall develop a comprehensive communications strategy for GMI that leverages and integrates technical investments into sector-specific and cross-sector communications across the entire initiative. This strategy will help ensure that GMI is strategically investing, promoting, and maximizing its impacts across the sectors and Partner countries.

The communications strategy shall identify and prioritize by effectiveness a range of communications strategies for EPA to consider developing and deploying, particularly in a time of limited travel due to Covid-19. The communications strategy shall include an assessment of the target audience, which includes Partners in developed and developing countries, and other GMI technical stakeholders and Project Network members; their priorities; analytic and communication needs; geographic areas with the greatest opportunity for impact; and the most effective ways to reach and engage target audience via public outreach. Options for analyses and communications strategies may include but are not limited to: conducting analysis and outreach on the benefits of methane mitigation, development of quantitative and qualitative analytic tools and guidance that enhance communication and decisionmaking on methane emissions, development and dissemination of case studies, use of data visualization techniques, interactive online data platforms, enhanced social media and videos, guidance documents, online tutorials, infographics, presentations, demonstrations and/or trainings at professional, scientific and or policy conferences, white papers, communiques, alternative distribution methods of products, and document production. The Contractor shall identify complementary international resources, tools, and efforts, including but not limited to those by CCAC, UNECE, IEA, and the World Bank, that GMI can leverage and support to further its mission into the future.

The Contractor shall schedule a kick-off call with the TOCOR to discuss the specific elements and timeline for the communications strategy. The Contractor shall send a summary of the decisions during the call and subsequently submit a draft outline of the strategy for TOCOR approval.

Upon approval from the TOCOR and according to the schedule agreed upon during the kick-off call, the Contractor shall develop, submit, and present via a video call a draft communications strategy to the TOCOR. The Contractor shall incorporate feedback from EPA and resubmit a final product.

### Subtask 4.2 - Public Outreach and Technical Transfer Products for GMI Stakeholders

The Contractor shall develop, package, and distribute public outreach and technology transfer products recommended in the final communication strategy as requested. This shall require effective writing appropriate to various audiences (ranging from high-school, international stakeholders for whom English is not their first language to research-level users) and attractive packaging and display. As directed by the EPA, translation of some products may be required.

Products may be electronic but must be formatted for easy-printing and may include such items as computer-based and or web-based decision toolkits, manuals, guidelines, and report covers. All products will adhere to EPA printing guidelines, (including web and visual identity guidelines) and publication policies and procedures (including Section 508 compliance).

Task 4 Deliverables	Schedule
4.1 Kick-off call to discuss approach, desired content and timeline for communications strategy	Within 7 days of overall Task Order kick- off call
4.1 Summary of kick-off call and agreed upon timeline for EPA confirmation	Within 3 days of task kick off call
4.1 Draft outline of Communication Strategy	Within 2 weeks of TOCOR confirmation of timeline
4.1 Final outline of Communication Strategy reflecting EPA's comments	Within 1 week of EPA comments on draft outline
4.1 Draft Communication Strategy and other relevant/supplemental materials	Per agreed-upon schedule
4.1 Revised Final Communication Strategy reflecting EPA feedback	Within 1 week of EPA TO COR comments
4.2 Draft work products - up to fifteen (15) - from the Communications Strategy	Upon technical request with TOCOR
4.2 Revised draft work products that reflect TOCOR feedback	Within 10 days of EPA TO COR feedback
4.2 Final work products that reflect TOCOR feedback	Within 7 days of TOCOR feedback

# **VII. ACCEPTANCE CRITERIA:**

The Contractor shall prepare high quality technical and written deliverables. The Deliverables shall be edited for grammar, spelling, and logic flow. The technical information shall be reasonably complete and presented in a logical, readable manner. Figures submitted shall be of high quality, similar to presentations developed for national scientific forums, and should be formatted as jpeg or png files. Text deliverables shall be provided in Microsoft Word 2016. Spreadsheets shall be in Microsoft Excel 2016.

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	L QUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)					
P00001	See Block 16C	PR-0	DAR-21-01135						
6. ISSUED BY CODE	CAD	7. AD	MINISTERED BY (If other than Item 6)	CODE					
CAD US Environmental Protection 26 West Martin Luther King D Mail Code: W136 Cincinnati OH 45268-0001									
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x) 9A	. AMENDMENT OF SOLICITATION NO.						
IETRA TECH, INC. Attn: Andrew Parker 10306 EATON PL STE 340 FAIRFAX VA 220302201		95	9B. DATED (SEE ITEM 11)						
		6	A. MODIFICATION OF CONTRACT/ORDER N 8HERC20D0016 8HERC21F0232 B. DATED (SEE ITEM 13)	NO.					
CODE 198549560	FACILITY CODE		5/18/2021						
	11. THIS ITEM ONLY APP	PLIES TO AMENDI	MENTS OF SOLICITATIONS						
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED I ORDER NO. IN ITEM 10A.	odification of contract PURSUANT TO: (Specify auth	Net Inc		186,850.30 ESCRIBED IN ITEM 14. THE CONTRACT					
C. THIS SUPPLEMENTAL AGREEMEN			g-40						
D. OTHER (Specify type of modification X IAW EPA-B-32-103 Li		vernment's	3 Obligation						
E. IMPORTANT: Contractor 🗵 is not	pr10		copies to the issuin	ng office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  DUNS Number: 198549560  TOCOR: Monica Shimamura Max Expire Date: 05/17/2022 InvoiceApprover: Monica Shimamura Alt Invoice App: Denise Mulholland  The purpose of modification P00001 is to:  1. Add incremental funding in the amount of \$186,850.30 to the task order.  2. The obligated amount for the task order increased by \$186,850.30 from \$113,050.00 to \$299,900.30.  3. Update Clause EPA-B-32-103 Limitation of Government's Obligation  4. All other terms and conditions remain unchanged.  Continued  Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.  15A. NAME AND TITLE OF SIGNER (Type or print)									
15B. CONTRACTOR/OFFEROR	15C. DATE S	SIGNED 16B.	Kimberly F. Loesch  16B. UNITED STATES OF AMERICA  1. A A A A A A A A A A A A A A A A A A A						

(Signature of person authorized to sign)

(Signature of Contracting Officer)

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC20D0016/68HERC21F0232/P00001
 PAGE 0F
 2
 4

NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

I NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7)	(B)	(C)	(D)	(E)	(F)
	CHANGES FOR LINE ITEM NUMBER: 1				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	21-22-B-58F4-000A46XP4-2505-2158FC0103-001				
	Beginning FiscalYear 21				
	Ending Fiscal Year 22				
	Fund (Appropriation) B				
	Budget Organization 58F4				
	Program (PRC) 000A46XP4				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2158FC0103-001				
	Amount: \$50,370.30				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	20-21-B-58F4-000A46XP4-2505-2158FC0103-002				
	Beginning FiscalYear 20				
	Ending Fiscal Year 21				
	Fund (Appropriation) B				
	Budget Organization 58F4 Program (PRC) 000A46XP4				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2158FC0103-002				
	Amount: \$136,480.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 05/18/2021 to 05/17/2022				

#### **SECTION B - Supplies or Services/Prices**

#### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 1001 is severable and may be incrementally funded. For this item, the sum of \$299,030.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

# RECAPITULATION:

RECAPITULATION OF FUNDING TO DATE BY TASK ORDER PERIOD						
CONTRACT NO. 68HERC20D0016						
TASK ORDER NO. 68HERC21F0232						
Period of Performance - FROM 5/18/2021 through 5/17/2022						
FUNDING ACTION	<u>FUNDING</u>					
Total Task Order Amount:	\$299,900.30					
Total Task Order Incremental Funding \$113,050.00						
Modification P00001	\$186,850.30					
Total Task Order Unfunded Amount	\$0.00					

			ORDER FOR	SUPPLIES OR SEF	RVICES				PAGE	OF PAGES		
IMPORTANT:	Mark all	packages and papers	with contract and/c	r order numbers.					1	17		
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		45268-0001			c. CITY Washington  d. STATE DC 20460							
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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

2

 IMPORTANT: Mark all packages and papers with contract and/or order numbers.

 DATE OF ORDER
 CONTRACT NO.
 ORDER NO.

 07/14/2021
 68HERC20D0016
 68HERC21F0292

0001	SUPPLIES/SERVICES  (b)  Admin Office:  CAD  US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001  Period of Performance: 08/01/2021 to 07/31/2022  This is a time and materials task order for severable services.	QUANTITY ORDERED (c)		UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Admin Office:  CAD  US Environmental Protection Agency 26 West Martin Luther King Drive  Mail Code: W136  Cincinnati OH 45268-0001  Period of Performance: 08/01/2021 to  07/31/2022  This is a time and materials task order for	(c)	(d)	(e)	(f)	(g)
001	CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Period of Performance: 08/01/2021 to 07/31/2022 This is a time and materials task order for					
	Federal Water Quality Standards and Rulemaking Support in accordance with Attachment 1: PWS.					
	08/01/2021 - 7/31/2022 Requisition No: PR-OW-21-00389, PR-OW-21-00531					
	Accounting Info: 21-22-B-28E-000BD4X20-2505-2128CES026- 001 BFY: 21 EFY: 22 Fund: B Budget Org: 28E Program (PRC): 000BD4X20 Budget (BOC): 2505 DCN - Line ID: 2128CES026-001 Funding Flag: Partial Funded: \$70,000.00 Accounting Info: 21-22-B-28E-000BD4X20-2505 BFY: 21 EFY: 22 Fund: B Budget Org: 28E Program (PRC): 000BD4X20 Budget (BOC): 2505 Funding Flag: Partial Funded: \$0.00					
0002	Option Period 1: Federal Water Quality Standards and Rulemaking Support in accordance with Attachment 1: PWS.  08/01/2022 - 7/31/2023 (Option Line Item) 06/01/2022				339,628.18	
003	Option Period 2: Federal Water Quality Continued				280,131.32	

# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

**DATE OF ORDER** 07/14/2021

CONTRACT NO.

68HERC20D0016

ORDER NO.

68HERC21F0292

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT	AMOUNT	QUANTITY
		ORDERED (c)	(4)	PRICE		ACCEPTED (g)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Standards and Rulemaking Support in					
	accordance with Attachment 1: PWS.		1			
			1			
	08/01/2023 - 7/31/2024					
	(Option Line Item)					
	06/01/2023					
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	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))			I	\$0.00	

SECTION B - Supplies or Services/Prices	4
B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION	4
SECTION H - Special Contract Requirements	5
H-1 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME	
AND MATERIALS OR LABOR HOUR CONTRACT. (APR 1984)	5
SECTION I - Contract Clauses	5
I-1 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND	
VIDEO SURVEILLANCE SERVICES OR EOUIPMENT. (AUG 2020)	5

### **SECTION B - Supplies or Services/Prices**

#### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items 0001, 0002 and 0003 are severable and may be incrementally funded. For CLIN 0001, the sum of \$70,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

#### RECAPITULATION:

RECAPITULATION OF FUNDING TO DATE BY TASK ORDER PERIOD						
CONTRACT NO. 68HERC20D0016						
TASK ORDER NO. 68HERC21F0292						
CLIN 0001 Base Period – 08/01/2021 to 07/31/2022						
FUNDING ACTION	<u>FUNDING</u>					
Total Base Period Amount:	\$329,072.40					
Initial Funding at award	<u>\$70,000.00</u>					
Total Base Period Unfunded Amount	\$259,072.40					

#### **SECTION H - Special Contract Requirements**

H-1 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT. (APR 1984)

- (a) The Government has the option to extend the effective period of this contract for two (2) additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.
- (b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$339,628.18 for the first option period and a new and separate ceiling price of \$280,131.32 for the second option period.
- (c) The "Effective Period of the Contract" clause will be modified to cover a base period from 08/01/2021 to 07/31/2022 and option periods from 08/01/2022 to 07/31/2023 and 08/01/2023 to 07/31/2024.

(End of clause)

#### **SECTION I - Contract Clauses**

I-1 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2020)

(a) Definitions. As used in this clause-

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
  - (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
- (c) Exceptions. This clause does not prohibit contractors from providing-
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

# Contract 68HERC20D0016 Task Order 68HERC21F0292

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### PERFORMANCE WORK STATEMENT

Contractor: TetraTech, Inc.
Contract No. 68HERC20D0016
Task Order 68HERC21F0292

TITLE: Federal Water Quality Standards (WQS) and Rulemaking Support

**SHORT TITLE FOR EAS: Federal WQS Rule Support** 

**Task Order Contracting Officer Representative** 

(TOCOR)

Name: Danielle Anderson Office: OW/OST/SHPD

6105L

1200 Pennsylvania Ave. NW

Washington, DC 20460

**Phone:** 202 -564-1631 **FAX:** 202-566-0409

Email: anderson.danielle@epa.gov

**Alternate Task Order Contracting Officer** 

Representative (A. TOCOR)

Name: Erica Fleisig
Office: OW/OST/SHPD

6105J

1200 Pennsylvania Ave. NW

Washington, DC 20460

**Phone:** 202-566-1057 **FAX:** 202-566-0409

Email: fleisig.erica@epa.gov

#### PERIOD OF PERFORMANCE:

Base Period: 08/01/2021 to 07/31/2022 Option Period 1: 08/01/2022 to 07/31/2023 Option Period 2: 08/01/2023 to 07/31/2024

#### **LEVEL OF EFFORT:**

Base Year: 2000 hours
Option Year 1: 2000 hours
Option Year 2: 1600 hours

#### **PURPOSE OF TASK ORDER**

The purpose of this Task Order is to obtain contractor services to provide technical support for EPA federal rulemakings pertaining to water quality standards. The specific tasks and any subtasks are defined below.

### **BACKGROUND**

EPA's Office of Science and Technology (OST) is responsible for developing sound, scientifically defensible water quality standards, criteria, advisories, guidelines, limitations and standards guidelines under the Clean Water Act (CWA). Water quality standards define the water quality goals of a water body by designating uses, setting criteria to protect those uses and establishing provisions to protect water bodies from pollutants.

Section 303(c) of the CWA requires states and authorized tribes to adopt water quality standards for waters of the United States within their jurisdictions. The CWA further requires states to submit these water quality standards for EPA approval and EPA must then take action within certain regulatory deadlines. Section 303(c) of the CWA directs the Administrator to promulgate water quality standards to supersede state standards that have been disapproved, or in any case where the Administrator determines that a new or revised standard is needed to meet the CWA's requirements. This is known as a "Federal Promulgation" or an "Agency Rulemaking." The CWA

also gives EPA the authority to act on existing state water quality standards that have been previously approved by EPA if EPA identifies a provision(s) that is not consistent with the CWA. This is known as an "Administrator Finding", "Administrator Determination" or "CWA Section 303(c)(4)(B) Determination." The scope of this task order is to provide contractor assistance to EPA in the development and finalization of various federal rulemakings the Agency is obligated to propose and potentially finalize.

#### **QUALITY ASSURANCE**

The Office of Water quality management plan states that a QAPP is a living document that must be kept current throughout the life of the project by updating the original text or through addition of appendices that are reflected in an updated table of contents and revision history page. The contractor shall develop a QAPP focusing on those quality assurance elements relevant to the tasks in this task order. The contractor shall hold a conference call with the EPA TOCOR and the QA officer or a designee prior to submission of the QAPP to discuss any issues needing clarification. All QA activities shall be in conformance with the QAPP. This QAPP will be the relevant QAPP for this TO unless and until a revised QAPP is approved by the required EPA and TetraTech parties.

The tasks and subtasks in this Task Order may require the use of existing data and use of modeling tools for data. Documentation of all analyses shall also indicate how types, quantity, and quality of data have been quality assured and maintained. In addition, the contractor shall ensure that metadata is compiled in an easy to use format. All products should be detailed so that the decisions and analysis are completely transparent to a third party.

Additionally, all QA activities shall be in conformance with EPA's *Requirements for Quality Assurance Project Plans* (EPA QA/R-5) "https://www.epa.gov/quality/guidance-quality-assurance-project-plans-epa-qag-5" and should demonstrate a clear understanding of the project's goals/objectives/questions and issues. Documentation of all analyses shall also indicate how types, quantity, and quality of data have been quality assured and maintained.

The Contractor shall alert the TOCOR regarding any quality issues should they arise. It is particularly important that the Contractor notify the EPA TOCOR of issues, problems, questions, or delays as soon as they become apparent or if they are anticipated. Any project-specific quality assurance issues shall also be reported in the monthly progress reports as specified under Task 1. The QA activities for this Task Order should comprise at least 10% of the total effort.

For each final deliverable, the contractor shall provide a statement that all QA procedures were followed, and a statement describing any needed changes to those procedures, if necessary. The contractor shall also prepare a quality assurance documentation report when all work is finished under this TO.

### **SCOPE OF WORK**

#### **Task 1 Reporting Requirements**

### 1.1 Monthly Reports

The contractor shall prepare monthly progress reports throughout the period of performance. The monthly progress reports shall break down spending, in dollars and hours, by task. In addition, the contractor shall allocate spending on Other Direct Costs and General & Administrative (G&A) by task in the TO.

#### Deliverables and schedule

Monthly reports of progress due throughout the TO period of performance.

# 1.2 Calls with the TOCOR and AltTOCOR

The contractor shall schedule and participate in up to 12 calls with the TOCOR and AltTOCOR to review and discuss the status of active tasks. Participants from the contractor staff shall include the Task Order Leader at a minimum. Other contractor staff shall participate as mutually agreed by the contractor and TOCOR/AltTOCOR on an as-needed basis.

### Task 2 Develop a QAPP

The Contractor shall prepare a Quality Assurance Project Plan (QAPP) during the performance period. EPA shall provide deliverable deadlines via technical direction.

# Task 2. Deliverables

- 2.1. Draft QAPP submitted to the EPA TOCOR and QA Manager for Review. Timeframe provided in Technical Direction from EPA.
- 2.2. Revised QAPP addressing the EPA TOCOR and QA Manager comments on the draft. Timeframe provided in Technical Direction from EPA.

### Task 3 Collect Background Information for Federal Rulemakings

The contractor shall assist EPA in gathering information on the condition of waterbodies with respect to parameters at issue in federal rulemakings, state criteria development efforts, and information on the human health and environmental effects of pollution on state waterbodies. This will include preparation of economic analyses associated with proposed and final federal rulemakings covering cost analyses pertaining to, for example, NPDES point source dischargers, relevant compliance costs, impairment assessments, and non-point source contributions. In response to each question asked by the EPA TOCOR via technical direction (not to exceed 20 questions), the contractor shall develop responses with answers to each question (to include all references, and any supporting documentation as needed). If technical direction from the EPA WACOR requires collection of secondary data, the contractor should follow the QAPP associated with this Task Order to collect secondary data and information given under this TO. EPA expects 2-3 federal rulemakings will need this support.

The TOCOR will provide deliverable deadlines for this task through written technical direction to the contractor.

# Task 4 Provide Editing Suggestions for Federal Rulemakings

When requested by the EPA TOCOR via written technical direction, the contractor shall review EPA's draft proposed and final rulemakings (specific sections or in its entirety), and provide technical edits for consideration and possible incorporation by EPA. EPA expects 1-2 federal rulemakings will need this support.

TOCOR will clarify deliverable format and timeframes via written technical direction.

# **Task 5 Docket Preparation for Federal Rulemakings**

All documents and data used in the preparation of the rules are required to be available to the public in the docket. The TOCOR will provide docket numbers for rulemakings covered under this TO when issuing technical direction. In coordination with the TOCOR and Alternate TOCOR, the contractor shall upload all required documents and data to the docket, prior to the date when the EPA Administrator will sign any proposed or final rule (TOCOR will provide contractor with dates of signature per relevant rule). This includes scientific papers, supporting analyses, background material, and data used to develop the rules. As final decisions are made and as the rule develops, the list of materials that must go into the public docket will change and grow. The contractor shall maintain a current list of all supporting documents and their status per relevant rule (uploaded to docket or not). The contractor shall notify the TOCOR and Alternate TOCOR promptly with any problems obtaining documents for the dockets pertaining to the relevant rulemakings. Check-ins with the TOCOR and Alternate TOCOR shall occur as-needed. EPA expects 2-3 federal rulemakings will need this support.

TOCOR will clarify deliverable format and timeframes via written technical direction.

#### Task 6 Compile, Categorize and Summarize Comments on Federal Rulemakings

The contractor shall compile, categorize, and summarize public comments on, and EPA responses (as applicable) relevant to the proposed rulemakings. All comments shall be entered into a categorized database that can be used by all appropriate personnel to provide a response to each comment. When necessary information about the commenter has not been provided (eg. sector), the contractor shall search for and summarize this information for EPA. Based on its analysis of comments, the contractor shall provide information to be used by the Agency to respond to comments and improve regulatory development. As applicable, based on a thorough knowledge of the rulemaking strategy, the contractor shall prepare accurate draft technical responses to comments including all relevant citations. EPA expects 4-5 federal rulemakings will need this support.

TOCOR will clarify deliverable format and timeframes via written technical direction.

#### Task 7 Public Hearings and Webinars for Federal Rulemakings

The contractor shall support EPA in planning to hold public hearings and webinars in association with proposed and final rulemakings that would be covered under this TO. Specific information pertaining to the rules and planning for public hearings and webinars will be issued by the TOCOR via technical direction.

The mechanism for the virtual public hearings and any in-person hearings must allow the hearings to be recorded, posted on EPA's website after the hearings, and the contractor shall ensure the ability to transcribe all of the oral comments provided during the hearings so that the transcribed comments can be added to the other written comments submitted during the comment period. The mechanism must also allow for EPA to provide a brief presentation at the beginning of each hearing, followed by an orderly process for each person who wishes to provide an oral comment to give their comment with no interruptions and in a limited time window. The contractor shall also provide a mechanism for commenters to present visual aids if they wish to do so.

The contractor shall provide staff to moderate the public hearings, and support on-site needs such as registration, audiovisual support, note-taking, time-keeping, and maintaining order if hearings are inperson. EPA expects 4-5 federal rulemakings will need this public hearing support. EPA expects 2-3 federal rulemakings will need this virtual webinar support.

#### GENERAL REQUIREMENTS OF THE TASK ORDER AND SCHEDULE

<u>Limitation of Contractor Activities:</u> The contractor shall submit drafts of all deliverables to the TOCOR for review prior to submission of the final product. These drafts will clearly specify the methods, procedures, considerations, assumptions, relevant citations, data sources and data that support any conclusions and recommendations. The contractor shall incorporate all TOCOR comments into all final deliverables, unless otherwise agreed upon by the TOCOR. The contractor shall adhere to all applicable EPA management control procedures as implemented by the EPA Contracting Officer (CO), CLCOR, and TOCOR.

<u>Deliverable Formatting:</u> All memos, draft comments, summaries and responses, and chapters are to be provided in electronic form using Word and/or Excel/Access, ArcView, or, in special cases another software program agreed to by the TOCOR. Memos are to be written in a manner which will make them easy to conform into draft chapters for the Final Report. For deliverables that are in Word or pdf versions of Word documents, that are intended to be shared with management or the public, the contractor shall use decimal align in all tables containing columns of numbers of varying digits, whether decimal places are reported or not. All final materials, e.g., memos, chapters, etc. are to be prepared only after receiving written technical direction from the TOCOR and formatted to be in compliance with Section 508 Amendment to the Rehabilitation Act of 1973.

Acceptance Criteria: The Contractor shall prepare high quality products and that are reproducible and transparent. Figures submitted shall be of high quality, similar to presentations developed for national scientific forums and should be formatted as jpeg or TIFF files. Text deliverables shall be provided in Microsoft Word 2010 or compatible format. All text deliverables will provide clear and concise responses to EPA questions.

<u>Technical Direction</u>: The Contract level COR or an authorized individual is permitted to provide technical direction. Technical direction must be within the statement of work of the contract and includes: (1) Direction to the contractor which assists the contractor in accomplishing the PWS, (2) Comments on and approval of reports or other deliverables. Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Contract Level Contracting Officer Representative.

Work conducted under this Task Order shall not duplicate work conducted under any other Task Order or Work Assignment under any other contract. As required, the EPA TOCOR (or if they are unavailable, the ALTCOR) will provide technical direction in accordance with Clause H-19 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level Performance Work Statement (PWS).

<u>Confidential Business Information:</u> For this Task Order, the contractor shall not be accessing any Confidential Business Information (CBI).

<u>Budget Reporting:</u> The contractor shall report to the TOCOR and Contract Level COR (CLCOR) when 85 percent of the total budget for this Task Order has been depleted.

<u>Travel</u>: No travel is anticipated under this task order.

<u>Printing</u>: All copying and printing shall be accomplished within the limitations of the printing clause of the contract.

<u>Identification as Contracting Staff:</u> To avoid the perception that contractor personnel are EPA employees, the contractor personnel shall be clearly identified as independent contractors of EPA when participating in events with outside parties and prior to the start of any meeting. The contractor personnel are prohibited from acting as the Agency's official representative. When speaking with the public, the contractor shall refer all interpretations of policy to the TOCOR.

Conference/Meeting Guidelines and Limitations: The EPA projects that none of the individual meetings identified in these tasks will exceed a total cost of \$20,000. The contractor shall immediately notify the EPA Contracting Officer, CL-COR and TOCOR of any anticipated individual event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance. Conference expenses are all direct and indirect costs paid by the government and include any associated authorized travel and per diem expenses, room charges for official business, audiovisual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

The EPA will assess Contractor performance in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment 1 to this PWS.

#### **ATTACHMENTS**

1. Contract Level QASP

AMENDMENT OF SOLICITATION/MODIFIC	ONTRACT		CONTRACT ID CODE	PAGE OF PAGES					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PRO	1 2  JECT NO. (If applicable)			
P00001	See Blo	ck 16C	PR-O	W-21-00834		, ,,			
6. ISSUED BY CODE	CAD	311 2 3 3	7. ADN	INISTERED BY (If other than Item 6)	CODE				
CAD US Environmental Protection 26 West Martin Luther King I Mail Code: W136 Cincinnati OH 45268-0001									
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county, State and	ZIP Code)	( <sub>V</sub> ) 9A.	AMENDMENT OF SOLICITATION NO.					
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E. IMPORTANT: Contractor  is not	pC.36	to sign this document and			office				
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LIST OF CHANGES:									
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Except as provided herein, all terms and conditions of the	ne document refe	erenced in Item 9 A or 10A	_						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
			Kei	th Pfeffer					
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. I		LECTION BIONATO				
(Signature of person authorized to sign)			-	(Signature of Contracting Officer)		00/30/2021			

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NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	New Total Obligated Amount for this Award:				
	\$178,200.00				
	CHANGES FOR LINE ITEM NUMBER: 1				
	Obligated Amount for this Modification:				
	\$108,200.00				
	Incremental Funded Amount changed from \$70,000.00				
	to \$178,200.00				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	20-21-B-28E-000BD4X20-2505-2128CES045-001				
	Beginning FiscalYear 20				
	Ending Fiscal Year 21				
	Fund (Appropriation) B				
	Budget Organization 28E				
	Program (PRC) 000BD4X20				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2128CES045-001				
	Quantity: 0				
	Amount: \$108,200.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01) 109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 08/01/2021 to 07/31/2022				
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#### **SECTION B - Supplies or Services/Prices**

#### B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$178,200.00 of the total price is presently available for payment and allotted to this item.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

# RECAPITULATION:

# RECAPITULATION OF FUNDING TO DATE CONTRACT NO. 68HERC20D0016 TASK ORDER NO. 68HERC21F0292

# BASE Period of Performance - FROM 08/01/2021 through 07/31/2022

FUNDING ACTION	<u>FUNDING</u>	
Total Value of Item 0001	\$	329,072.40
Initial Incremental Funding:	\$	70,000.00
P00001 Funding	\$	108,200.00
Total Funded	\$	178,200.00
Balance Unfunded	\$	150,872.40

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CAD US Environmental Protection 26 West Martin Luther King I Mail Code: W136 Cincinnati OH 45268-0001					L	
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	11. THIS IT	EM ONLY APPLIES TO AN		ENTS OF SOLICITATIONS		
separate letter or electronic communication which incl RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes referent 12. ACCOUNTING AND APPROPRIATION DATA (If req See Schedule	oies of the amen udes a reference RECEIPT OF C change an offer nce to the solicite uired)	dment; (b) By acknowledge to the solicitation and am FFERS PRIOR TO THE Halready submitted , such cation and this amendment,	ging reconendment HOUR A hange in and is	eipt of this amendment on each copy of the off nt numbers. FAILURE OF YOUR ACKNOWL ND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communica received prior to the opening hour and date sp	er submitte EDGEMEN CTION OF ation, provi ecified.	ed; or (c) By NT TO BE FYOUR ided
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15A. NAME AND TITLE OF SIGNER (Type or print)				NAME AND TITLE OF CONTRACTING OFFIC		
			Kei	th Pfeffer		
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NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	21-22-B-28E-000BD4X20-2505-2128CCE048-001				
	Beginning FiscalYear 21				
	Ending Fiscal Year 22				
	Fund (Appropriation) B				
	Budget Organization 28E				
	Program (PRC) 000BD4X20				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2128CCE048-001				
	Quantity: 0				
	Amount: \$40,000.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 08/01/2021 to 07/31/2022				
			ı		

## **SECTION B - Supplies or Services/Prices**

## B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$218,200.00 of the total price is presently available for payment and allotted to this item.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

## RECAPITULATION:

# RECAPITULATION OF FUNDING TO DATE CONTRACT NO. 68HERC20D0016 TASK ORDER NO. 68HERC21F0292

## BASE Period of Performance - FROM 08/01/2021 through 07/31/2022

FUNDING ACTION	<u>FUNDING</u>	
Total Value of Item 0001	\$	329,072.40
Initial Incremental Funding:	\$	70,000.00
P00001 Funding	\$	108,200.00
P00002 Funding	\$	40,000.00
Total Funded	\$	218,200.00
Balance Unfunded	\$	110,872.40

AMENDME	NT OF SOLICITATION/MODIFICA	ATION OF CO	ONTRACT		CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	4. REC	L RUISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
P00003		See Bloo	ck 16C	2R-0	W-22-00003		
6. ISSUED BY	CODE	CAD		7. AD	MINISTERED BY (If other than Item 6)	CODE	
26 West Mail Co	ronmental Protection Martin Luther King D de: W136 ati OH 45268-0001						
8. NAME AND	ADDRESS OF CONTRACTOR (No., street,	, county, State and	ZIP Code) (	(X) 9A	. AMENDMENT OF SOLICITATION NO.		
Attn: Ar 10306 E <i>A</i>	ECH, INC. Adrew Parker ATON PL STE 340 VA 220302201			x 6:	A. MODIFICATION OF CONTRACT/ORDER NB HERC20D0016 BHERC21F0292 B. DATED (SEE ITEM 13)	O.	
CODE 19	8549560	FACILITY COD	E	0	7/14/2021		
	en a 4525 25 à 0	11. THIS ITE	M ONLY APPLIES TO AM		MENTS OF SOLICITATIONS		
Items 8 and separate let RECEIVED OFFER. If I each letter of	15, and returning copter or electronic communication which included THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to correlectronic communication makes referently and APPROPRIATION DATA (If reques	oles of the amenudes a reference RECEIPT OF Ochange an offer ance to the solicitalired)	dment; (b) By acknowledge to the solicitation and am FFERS PRIOR TO THE Halready submitted , such claim and this amendment,	ging rendme HOUR A Change , and is	on or as amended , by one of the following meceipt of this amendment on each copy of the offent numbers. FAILURE OF YOUR ACKNOWLAND DATE SPECIFIED MAY RESULT IN REJEMBY be made by letter or electronic communicate received prior to the opening hour and date specified see:  SPECIFIED MAY RESULT IN REJEMBY DESCRIPTION OF SECTION OF	fer submitted; EDGEMENT ECTION OF YO ation, provided pecified.	or (c) By TO BE DUR
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE C	CHANG	GES SET FORTH IN ITEM 14 ARE MADE IN TI	HE CONTRAC	et
	B. THE ABOVE NUMBERED CONTRAC appropriation data, etc.) SET FORTH				MINISTRATIVE CHANGES (such as changes i OF FAR 43.103(b). TY OF:	in paying office	9,
y	D. OTHER (Specify type of modification EPA-B-32-103 LIMITAT		OVERNMENT'S C	ART.T	CATION		
E. IMPORTAN		65-16	o sign this document and			n office	
14. DESCRIP DUNS Nur TOCOR: I	TION OF AMENDMENT/MODIFICATION (nber: 198549560	Organized by U	CF section headings, inclu	uding s	colicitation/contract subject matter where feasib	ele.)	erson Alt
1=1	pose of this Modificanthe the amount of \$45,0		to add Increm	ent	al Funding to the Base	Period	(Item
See atta	ached Funding Recap s	heet.					
LIST OF	CHANGES:						
Continue	ed						
		e document refe	renced in Item 9 A or 10A		retofore changed, remains unchanged and in f		
15A. NAME AI	ND TITLE OF SIGNER (Type or print)				NAME AND TITLE OF CONTRACTING OFFIC th Pfeffer	CER (Type or p	print)
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED		UNITED STATES OF AMERICA	LECTIONS	16C. DATE SIGNED
9	(Signature of person authorized to sign)			-	(Signature of Contracting Officer)	SICNATURE	10/04/2021

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 68HERC20D0016/68HERC21F0292/P00003
 2
 2

NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
)	(B)	(C)	(D)	(E)	(F)
	Obligated Amount for this Modification: \$45,000.00				
	New Total Obligated Amount for this Award:				
	\$263,200.00				
	Incremental Funded Amount changed: from				
	\$218,200.00 to \$263,200.00				
	CHANGES FOR LINE ITEM NUMBER: 1				
	Obligated Amount for this Modification: \$45,000.00				
	Incremental Funded Amount changed from				
	\$218,200.00 to \$263,200.00				
	NEW ACCOUNTING CODE ADDED:				
	Account code: 21-22-B-28E-000BD4X20-2505-2228CES002-001				
	Beginning FiscalYear 21				
	Ending Fiscal Year 22				
	Fund (Appropriation) B				
	Budget Organization 28E				
	Program (PRC) 000BD4X20				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2228CES002-001				
	Quantity: 0				
	Amount: \$45,000.00				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 08/01/2021 to 07/31/2022				
			1 1		

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
P00004	See Block 16C	PR-OW-22-00163
6. ISSUED BY CODE	CAD	7. ADMINISTERED BY (If other than Item 6) CODE
CAD US Environmental Protection 26 West Martin Luther King D Mail Code: W136 Cincinnati OH 45268-0001		
8. NAME AND ADDRESS OF CONTRACTOR (No., street) TETRA TECH, INC. Attn: Andrew Parker 10306 EATON PL STE 340 FAIRFAX VA 220302201	. county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  x 10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERC20D0016 68HERC21F0292
		10B. DATED (SEE ITEM 13)
CODE 198549560	FACILITY CODE	07/14/2021
	11. THIS ITEM ONLY APPLIES T	TO AMENDMENTS OF SOLICITATIONS
OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refered 12. ACCOUNTING AND APPROPRIATION DATA (If required Scient Schedule)	change an offer already submitted , since to the solicitation and this amendicuired) N	THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR such change may be made by letter or electronic communication, provided dment, and is received prior to the opening hour and date specified.  Net Increase: \$60,000.00  RDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
		THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT  ECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	TO AUTHORITY OF:
D. OTHER (Specify type of modification	• • • • • • • • • • • • • • • • • • • •	
X EPA-B-32-103 LIMITAT	'ION OF GOVERNMENT'	'S OBLIGATION
E. IMPORTANT: Contractor X is not	is required to sign this document	nt and return copies to the issuing office.
Invoice App: Erica Fleisig The purpose of Modification 1. Add incremental funding 2. The incremental funding \$263,200.00 to \$323,200.00. 3. The obligated amount for to \$323,200.00. 4. Change the contracting o 5. All other terms and cond Continued	P00004 is to: in the amount of \$0 for the base period this task order ha fficer from Keith 1 itions remain unch	<del>-</del>
		Kimberly F. Loesch
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	ED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1

(Signature of Contracting Officer)

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 68HERC20D0016/68HERC21F0292/P00004
 2
 4

NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	22-23-B-28E-000BD4X20-2505-2228CES012-001				
	Beginning FiscalYear 22				
	Ending Fiscal Year 23				
	Fund (Appropriation) B				
	Budget Organization 28E				
	Program (PRC) 000BD4X20				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2228CES012-001				
	Amount: \$60,000.00				
	Period of Performance: 08/01/2021 to 07/31/2022				

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CO	ONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	L I. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00005	See Bloo	ck 16C	PR-0W-22-00660	
6. ISSUED BY CODE	CAD	- 5	7. ADMINISTERED BY (If other than Item 6)	CODE
CAD US Environmental Protection 26 West Martin Luther King I Mail Code: W136 Cincinnati OH 45268-0001				
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county, State and	ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.	
TETRA TECH, INC. Attn: Andrew Parker 10306 EATON PL STE 340 FAIRFAX VA 220302201		<u>, v</u>	9B. DATED (SEE ITEM 11)	10.
CODE X38LAAB5HB64	FACILITY COD	E	07/14/2021	
330000 PROVINCE TO 100	11. THIS ITI	 EM ONLY APPLIES TO AM	ENDMENTS OF SOLICITATIONS	
	RECEIPT OF O change an offer a nee to the solicita uired)	FFERS PRIOR TO THE H already submitted , such ch ation and this amendment, Net	OUR AND DATE SPECIFIED MAY RESULT IN REJE nange may be made by letter or electronic communic and is received prior to the opening hour and date sp	ECTION OF YOUR cation, provided pecified. 43,640.13
	CT/ORDER IS M H IN ITEM 14, PU	ODIFIED TO REFLECT TH JRSUANT TO THE AUTHO	HE ADMINISTRATIVE CHANGES (such as changes a DRITY OF FAR 43.103(b).	
D. OTHER (Specify type of modification	and authority)			
X EPAAR 1552.217-75 ar	nd EPA-B-	32-103 LIMITA	TION OF GOVERNMENT'S OBLIG	GATION
E. IMPORTANT: Contractor is not	x is required t	o sign this document and r	return1 copies to the issuing	g office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION UEI: X38LAAB5HB64  TOCOR: Danielle Anderson Max Invoice App: Erica Fleisig The purpose of modification 1. Revise the PWS to update Incorporate revised PWS into 2. Exercise Option Period 1 the option period. 3. The period of performance 4. The obligated amount for to \$43,640.13. Continued  Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	Expire P00005 i the numb the ord (CLIN 00) end date Option P	Date: 07/31/2 s to: er of rulemak er. 02) of the ta e changed from eriod 1 (CLIN	024 InvoiceApprover: Danie ings anticipated under tas sk order and add increment m 31-JUL-22 to 31-JUL-23 0002) increased by \$43,64	elle Anderson Alt  eks 5, 6 and 7.  eal funding to  0.13 from \$0.00
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED 1 FOTRONIC SIGNATURE 06/21/2022

(Signature of Contracting Officer)

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC20D0016/68HERC21F0292/P00005
 PAGE 0F 2
 4

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	5. The obligated amount for the task order				
	increased by \$43,640.13 from \$ 323,200.00 to				
	\$366,840.13				
	6. Update Local Clause EPA-B-32-103.				
	7. Change the Contracting Officer from Keith				
	Pfeffer to Kimberly Loesch.				
	8. Change the Contract Specialist from Ernie				
	Forrest to Kimberly Loesch.				
	9. All other terms and conditions remain				
	unchanged.				
	CHANGES FOR LINE ITEM NUMBER: 2				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	22-23-B-28E-000BD4X20-2505-2228CES031-001				
	Beginning FiscalYear 22				
	Ending Fiscal Year 23				
	Fund (Appropriation) B				
	Budget Organization 28E				
	Program (PRC) 000BD4X20				
	Budget (BOC) 2505				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 2228CES031-001				
	Box Emer 22200B001 001				
	Amount: \$43,640.13				
	Period of Performance: 08/01/2021 to 07/31/2023				
			1		

## **SECTION B - Supplies or Services/Prices**

## B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0002 is severable and may be incrementally funded. For this item, the sum of \$43,640.13 of the total price is presently available for payment and allotted to this item.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

## RECAPITULATION:

RECAPITULATION OF FUNDING TO DATE							
CONTRACT	NO. 68HERC20D	0016					
TASK ORDER	R NO. 68HERC21F	0292					
	tion Period 1						
Period of Performance - F	ROM 08/01/2022 t	hrough 07/31/2023					
	T 2000 92 01 9 2						
FUNDING ACTION	<u>FUNDING</u>	TOTAL AMOUNT					
Total Value of Item 0001 \$339,628							
Initial Incremental Funding: \$43,640.13							
Total Funded		\$43,640.13					
Balance Unfunded		\$295,988.05					

RECAPITULATION OF FUNDING TO DATE							
CONTRACT NO. 68HERC20D0016							
TASK ORDER	R NO. 68HERC21F	0292					
BASE Period of Perform		01/2021 through					
	)7/31/2022						
	Τ						
FUNDING ACTION	FUNDING ACTION FUNDING TOTAL AMOUNT						
Total Value of Item 0001	Total Value of Item 0001 \$329,072.40						
Initial Incremental Funding:	\$70,000.00						
P00001 Funding \$108,200.00							
P00002 Funding	P00002 Funding \$40,000.00						
P00003 Funding \$45,000.00							
P00004 Funding \$60,000.00							
Total Funded		\$323,200.00					
Balance Unfunded		\$5,872.40					